

IN THE MATTER OF THE ARBITRATION BETWEEN

<u>Law Enforcement Labor Services,</u>)	
<u>The Union,</u>)	
)	INTEREST ARBITRATION
)	AWARD
and)	
)	
)	
<u>County of Crow Wing,</u>)	
<u>the Employer.</u>)	BMS Case No. 06-PN-102

Arbitrator: Barbara C. Holmes

Hearing Date: January 31, 2006

Close of Record: February 7, 2006

Post Hearing Briefs due: February 21, 2006

Date of Decision: March 1, 2006

Appearances:

For the Union: Dennis Kiesow, Business Agent
Law Enforcement Labor Services
St. Paul, Minnesota

For the Employer: Terrence J. Foy, Attorney at Law
Ratwik, Roszak & Maloney
Minneapolis, Minnesota

INTRODUCTION

This is an interest arbitration proceeding arising under Minnesota's Public Employment Labor Relations Act (PELRA), Minn. Stat. Secs. 179A.01 – 179A.30. Law Enforcement Labor Services (herein "the Union") is the exclusive representative of a unit of law enforcement employees of the County of Crow Wing (herein "the County").

The Union and the County have engaged in contract negotiations and have been successful in reaching agreement on some, but not all, of the items under consideration. The Bureau of Mediation Services (BMS) has certified the remaining items for interest arbitration and the parties have selected the undersigned neutral Arbitrator to hear evidence and render a final and binding decision on the unresolved issues. A one-day hearing was held and each party was given a full opportunity to present its positions through the testimony of witnesses, the introduction of exhibits and the submission of post-hearing briefs.

ISSUES AT IMPASSE

The BMS has certified the following issues for arbitration:

Issue #1: Art. 21, Duration - Length of Agreement

Issue #2: Appendix A - Compensation - Wage Schedule Year 1

Issue #3: Appendix A - Compensation - Wage Schedule Year 2

Issue #4: Appendix A - Compensation - Wage Schedule Year 3

Issue #5: Art. 8.4 - Compensation - Court Time - Minimum Compensation

Issue #6: Art. 8.5 - Compensation - Call Out - Minimum Compensation

Issue #7: Appendix B - Compensation - Shift Differential

Issue #8: Art. 10.1.1 – Floating Holidays

BACKGROUND FACTS

The County of Crow Wing is located in the central part of the State of Minnesota and has a population of approximately 59,000. The County's governmental operations are located largely in the City of Brainerd, Minnesota.

The Union is the exclusive representative for approximately 21 licensed peace officers in the Sheriff's Office. These employees are in the classifications of Deputy,

Investigator, Senior Investigator, and Senior Civil Process Server (herein Sheriff's Deputies). The parties are currently operating under the terms of a collective bargaining contract that expired on December 31, 2004.

DISCUSSION AND AWARD

Two important guidelines are generally followed by interest arbitrators in making their decisions: 1) ascertain the agreement that the parties themselves would have reached had they been able to conclude a voluntarily negotiated settlement; and 2) absent compelling reasons to do so, avoid awards that significantly alter the bargaining unit's relative standing, either internally or externally.

ISSUE #1 - DURATION

At the commencement of the hearing the parties stated that they had reached agreement on Issue #1, Art. 21, Duration. A contract of three years in length has been agreed to.

ISSUES #2, #3, and #4 – WAGES – 2005, 2006, 2007

A. Final Positions of the Parties

Union: 2005: Freeze current “Start” pay, increase Steps from 3% to 5%, and drop the “after 6 years” step for all classifications

2006: Increase wages 3%

2007: Increase wages 3%

County: 2005: Increase wages 1.5%

2006: Increase wages 1.5%

2007: Increase wages 2%

B. Award.

2005: 3.0% increase

2006: 3.0% increase

2007: 3.0% increase

C. Discussion.

Interest arbitrators generally look at four factors in determining wage rates: the employer's ability to pay the award, adjustments in the cost of living and other economic data, internal wage comparisons, and external wage comparisons.

1. Ability to Pay.

The first step in determining the cost items in interest arbitration is to consider the employer's ability to pay the award. Minn. Stat. Sec. 179A.16(7) provides, in part, as follows:

In considering a dispute and issuing its decision, the arbitrator or panel shall consider the statutory rights and obligations of public employers to efficiently manage and conduct their operations within the legal limitations surrounding the financing of these operations.

The evidence shows that the County's 2004 General Fund (out of which the Sheriff's Office is funded) received \$19,196,764 in revenue, had \$19,529,036 in expenditures and ended the year with a balance of \$8,486,860. Of that ending amount, \$7,836,713 constituted the unreserved General Fund balance and is technically available for spending at the County's discretion.

The Union submitted a report from the State Auditor's Office that measures the financial health of a county by looking at the county's unreserved fund balance as a percent of total current expenditures. The State Auditor considers ratings between 35% and 49.9% to indicate an "Acceptable Fund Balance" and ratings between 50.0% and 64.9% to indicate a "Moderately High Fund Balance." In the State Auditor's most recent report (2003) the County had a 48.7% rating.

The County is not contesting its ability to pay a reasonable settlement. However, it argues that looking at fund balances at a specific point in time can be misleading. The County notes that it must maintain sizable fund balances because of the highly variable nature of both its revenue sources and expenditures over the course of a year. It also notes that although its tax capacity is the highest in the region, the County's taxes and taxes per capita are also the highest. Additionally, the County states that it increased property by 35% in 2005 and 12% in 2006 to meet its budgetary needs.

The parties have determined the cost of their wages proposals as follows:

	<u>County</u>	<u>Union</u>	<u>Additional Cost of Union's Proposal</u>
Current	\$ 997,839.52		
2005	\$ 1,149,126.88	\$ 1,202,909.20	\$ 53,782.32
2006	\$ 1,210,072.80	\$ 1,290,197.92	\$ 80,125.12
2007	\$ 1,255,138.96	\$ 1,353,127.60	<u>\$ 97,988.64</u>
TOTAL 3 YEAR ADDITIONAL COST			\$231,896.08

I find that the County is financially stable and healthy and therefore capable of paying a reasonable wage increase to its Sheriff's Deputies. The State Auditor has ranked the County as having an "Acceptable Fund Balance" and the County is only 1.3% from being rated as having a "Moderately High Fund Balance." Although the County has had significant increases in recent tax levies, its tax capacity is the highest of any of the comparison counties used in the subsequent sections of this award. Finally, the Union's proposal for each year is a relatively small amount of the yearly Public Safety Budget (\$8,365,661 for 2004).

2. Cost-of-Living. The amount of change in the cost-of-living over the previous contractual period is often used by parties to an interest arbitration to support their wage proposals. To the extent these costs have increased, the purchasing power of wages has decreased. The U.S. Department of Labor's Consumer Price Index (CPI) is typically used as a measure of cost-of-living increases or decreases. The Union

submitted data from the Consumer Price Index Report that shows Midwest/Non-Urban CPI increased 2.4% in 2004 and 4.4% in 2005. No CPI data is available for 2006 and 2007. The County makes several persuasive arguments regarding the limitations of using CPI as an economic indicator. However, the CPI is only one of several measures used by arbitrators to assess the economic climate the parties are operations within. I find that the Union correctly argues that the 1.0% increase given by the County in 2004 and the County's proposed 1.5% for 2005 will result in a loss of earnings power in the Sheriff's Deputies' wages

3. Internal Comparability. Evaluating cost issues through the analysis of internal wage and benefit comparisons suggests what the Union and County would have agreed to had they been able to conclude a voluntarily negotiated settlement. Additionally, the Local Government Pay Equity Act (LGPEA) at Minn. Stat. 471.992, subd. 2, provides as follows:

“In all interest arbitration involving a class other than a balanced class held under sections 179A.01 to 179.25, the arbitrator shall consider the equitable compensation standards established under section 471.993, together with other standards appropriate to interest arbitration.”

The “other standards” set forth in the statute require internal comparisons (with all other employees of the employer) and external comparisons (with similar positions of other employers).

a. Compliance with the LGPEA. As proof of compliance with the LGPEA, the Union used the State's computerized data analysis program and substituted its 2005, 2006 and 2007 wage proposals for the affected employees. Compliance with the LGPEA is attained for all years. The County argues that although compliance has been attained, awarding the Union's position would move the County in the direction of non-compliance because of the male-dominated class involved. While this is true, any increase given to the Union would have this same effect. Using the Union's wage proposals, the LGPEA's “underpayment ratio” would decrease from 137.1% in 2005, to 132.5% in 2006, and to 117.2% in 2007. The minimum underpayment ratio needed to comply with the LGPEA is 80%. The LGPEA's “salary range test” is not affected by

these proposed wage increases and remains at 83.49% percent for all years. A score of 80% or more is needed to pass this test. I find that the evidence submitted by the Union is adequate proof that an award up to the amount proposed by the Union will meet the legal mandates of the LGPEA and not place the County at imminent risk for noncompliance in the future.

b. Internal equity. For each year of 2001, 2002, and 2003 all of the County's employee units received the exact same increase – 3.0%. However, the increases for 2004, 2005, 2006 and 2007 are not similar. Those increases are as follows:

	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
Deputies	1.0%			
Jailers and Dispatchers	1.0%	1.5%		
Sheriff's Office Supervisors	3.0%	1.5%	1.5%	
Social Services	0.0%	2.0%	2.0%	
Public Health Nurses	1.0%	1.5%		
Highway Department	3.0%	1.5%	1.5%	2.0%
Maintenance Department	3.0%	1.5%	1.5%	2.0%
AFSCME	1.0%	1.5%	1.5%	
Non-Union Supervisors	1.0%	1.5%		
Asst. County Attorneys	1.0%	1.5%		
Personnel Policy	1.0%	1.5%	1.5%	
Social Services Supervisors	0.0%	2.0%	2.0%	

The County argues that its settlements vary for 2004 because the 3.0% increases were agreed to in three contracts that were negotiated in 2002. When the deputies and other units negotiated in 2004, the financial condition of the County had been drastically affected by the decrease in state aid made by the state legislature to balance the state's budget. Only 1.0% increases were awarded that year. The County further explains that the 2.0% increases agreed to in two contracts for 2005 and 2006 are specifically tied to the State's Merit System increases. These increases were set at 0.0% for 2004 and 2.0% for 2005 and 2006. It argues that the four units that have settled their contract for 2006 have agreed to a 1.5% wage increase. The two units that have settled for 2007 have

agreed to a 2.0% wage increase. The County argues that overall it has consistently awarded its employees the same percentage increases. It states that its proposal of a 1.5% increase for 2005 and 2006 and a 2% increase for 2007 would continue the pattern established for its other employees.

Despite the County's explanation, the fact remains that the wage increases given to its employees in 2004 did not follow a pattern. Ignoring the two units that are tied to the State's Merit System increases, three units received a 3.0% increase and 7 units received a 1.0% increase. However, in 2005 nine of the County's ten employee units received a 1.5% increase. For 2006, five of the ten employee units are receiving a 1.5% increase. For 2007, the County has only settled with 2 of its employee units for a 2.0% increase to wages.

I find that the internal wage data provided for 2004 - 2007 fails to establish that the County has consistently awarded the same percentage increase to all of its employee units. Thus, the internal comparison data must be evaluated in light of the external comparison data.

4. External Comparability. An analysis of wages of similar employees in comparable work situations of *different* employers is appropriate in interest arbitration, and particularly so in this case because there is no issue regarding LGPEA non-compliance. Most external comparisons are made to entities that are similar in function, size and financial resources. Geographical proximity of the comparison entities is also relevant as most labor markets are locally based.

a. Appropriate Comparison Group. The Union has offered four external comparison groups to support its proposed wage adjustment. Union Group #1 consists of 14 counties that form a "two-tier ring" around Crow Wing County. This comparison group was used by three different arbitrators in interest arbitration awards made in 1997 (BMS Case No. 97-PN-1456, Lundberg; BMS Case No. 95 – PN-1044, Imes) and in 1996 (BMS Case No. 94-PN-168, Fogelberg). Union Group #2 consists of eight counties ranked closely in tax capacity but geographically removed from Crow Wing County. Union Group #3 consists of 6 counties that are contiguous to Crow Wing County. Union Group #4 consists of the same 6 contiguous counties plus the municipalities of Brainerd and nearby Baxter,

The County has offered two external comparison groups to support its proposal. County Group #1 consists of the five counties that the state government has designated as Economic Development Region No. 5. Two of these counties are contiguous to Crow Wing County. County Group #2 consists of the four contiguous counties.

<u>Union #1</u>	<u>Union #2</u>	<u>Union #3*</u>	<u>Union #4*</u>	<u>County #1</u>	<u>County #2</u>
Aitken	Itasca	Aitken	Aitken	Cass	Aitken
Beltrami	Ottertail	Cass	Cass	Morrison	Cass
Benton	Rice	Mille Lacs	Mille Lacs	Todd	Mille Lacs
Carlton	Wright	Morrison	Morrison	Wadena	Morrison
Cass	Sherburne		Brainerd		
Hubbard	Carver		Baxter		
Itasca	Chisago				
Kanabec	Goodhue				
Mille Lacs					
Morrison		* The Union incorrectly included Todd and Wadena Counties as contiguous counties. They have been removed from Union's proposed group #3 and #4.			
Pine					
Stearns					
Todd					
Wadena					

In 1996 when Arbitrator Fogelberg established the “two-tier ring” comparison group (submitted by the Union as Group #1) he noted many similar financial attributes. However, based on the financial data provided by the Union and County in this matter, such similarities are no longer apparent. For instance, in a 2004 statewide ranking of counties by tax capacity Crow Wing County ranked 12th highest. The fourteen comparison counties have rankings ranging from 9th to 74th (out of 87). In a 2004 statewide ranking of counties by tax rate Crow Wing County ranked 5th lowest. The fourteen counties have rankings from 2nd to 84th. The population of 14 counties ranges from 13,600 to 133,166. Because of the great variation amongst these counties on these characteristics, the “two-tier ring” comparison group of 14 counties created by Arbitrator Fogelberg 10 years ago and submitted by the Union as Group #1 is no longer strictly comparable.

Union Group #2 consists of seven counties that ranked consecutively with Crow Wing County in the 2004 tax capacity ratings for all 87 Minnesota counties. These seven counties range in population from 43,992 to 89,986. None of these counties are

contiguous or in the “two-tier ring” of counties surrounding Crow Wing County.

Because no evidence was submitted to demonstrate that the Group #2 counties constitute the labor market for the Crow Wing County’s Sheriff’s Office, this comparison group is rejected in favor of a group of counties that is geographically proximate to Crow Wing County.

County Group #1 is rejected as a comparison group because it was not demonstrated how these counties are comparable to Crow Wing County except that they all are contained in the state-designated Economic Development Region No. 5. Without evidence about the criteria for inclusion in or exclusion from a state-designated Economic Development Region it is difficult to determine comparability.

I find that the most appropriate comparison group consists of the contiguous counties plus the Counties of Beltrami, Benton, Carlton, Itasca, Pine and Todd. This new grouping recognizes the only comparison group that the parties agreed upon (the contiguous counties of Union Group #3 and County Group #2), includes all of the counties of Economic Development Region #5 (County Group #1) and provides an updated version of the “two-tier ring” group used in three prior arbitrations awards made in the 1990’s. This new “two-tier ring” has been modified to exclude three of the counties with a population of less than 20,000 (Wadena, Kanabec, and Hubbard) and exclude one county with a population of 133,161 (Stearns).

The Union’s request to include the Cities of Brainerd and Baxter in the comparison group was not supported by evidence to show the comparability of duties of the Brainerd and Baxter police with the County’s Sheriff’s Deputies. For that reason, the wages of the Brainerd and Baxter police officers are not considered. However, the *percentage increase* in salaries is considered because it reflects the economic climate of Crow Wing County.

In 2004 the top monthly pay for deputies in Todd County was increased by 15.4% and in 2005 the top monthly pay for deputies in Aitken County was increased by 28%, both pursuant to a market studies. The County argues that these large increases skew the comparison data against its proposed 1.5% increase for 2005. Its position is to pay the average of a comparison group that does not contain Todd or Aitken County. While the average of the percentage increases of the comparison counties is certainly distorted by

these large increase, the actual dollar amount of the new wages results from market studies from two counties that have lower tax capacities, higher tax rates and populations that are less than half of Crow Wing County's population. Because these counties are clearly part of the labor market for Crow Wing County and absent any evidence refuting the validity of these market studies, the actual dollar amounts of wages For Todd and Aitken Counties are included to calculate the average top monthly salary of the comparison group.

b. Union's proposal to change structure of wage schedule. For 2005 the Union has proposed a significant alteration to its overall pay structure for Sheriff's Deputies. It seeks to keep the starting rate of pay the same, change the years-of-service based step increases from 3% to 5%, and eliminate the 6th /top step. Top monthly pay under its proposal would be \$4,003.70, which represents a 6.9% increase from the previous year. The only argument offered by the Union for the change to its pay structure is that another large union representing County employees has a 5-step pay scale. I find that there is insufficient evidence supporting the Union's proposed change. Additionally, because of the details involved in modifying a pay schedule and the impact such a modification might have on the County's other employee units, this type of a proposal is best left to negotiations between the parties. At the hearing and in its post-hearing brief the Union stated that if the proposed pay structure was not granted, it proposed a 3% wage increase for 2005. This is the proposal that will be evaluated in this section.

c. Analysis of the comparison data. Using the new comparison group, the following sets forth the top salary in each jurisdiction for a sheriff's deputy and the average top salary for the entire comparison group for 2003, 2004 and 2005.

<u>County</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
Benton	\$3,882.67	\$3,882.67	\$3,979.73
Carlton	3,834.13	3,834.13	4,025.84
Itasca	3,803.06	3,879.13	3,956.71
Pine	3,735.33	3,848.00	3,945.97
Crow Wing	3,709.00	3,746.00	
Aitkin	3,624.00	3,640.00	4,657.48

Morrison	3,567.20	3,674.22	3,756.13
Cass	3,496.00	3,601.00	3,673.00
Todd	3,495.00	4,129.00	4,212.00
Mille Lacs	3,369.60	3,539.47	3,646.93
Beltrami	<u>3,513.47</u>	<u>3,565.47</u>	<u>3,636.53</u>
AVERAGE	\$3,639.04	\$3,758.10	\$3,949.00

The Union's proposed 3% increase for 2005 would yield a top monthly salary of \$3,858.38 and the County's proposed 1.5% increase for 2005 would yield a top monthly salary of 3,802.19

The following table show the County's top monthly pay for 2003, 2004 and, using the parties wage proposals, for 2005. It also sets forth the numerical ranking of the County's top pay in the comparison group and the percent the pay is above or below the comparison group average.

<u>% increase</u>	<u>resulting top monthly wage</u>	<u>ranking</u>	<u>% above average</u>
2003	\$3,709.00	5 th	1.9%
2004 1.0%	3,746.00	5 th	less than 1%
2005			
1.5% (County)	3,802.19	7 th	- 3.7% below
3.0% (Union)	3,858.38	7 th	- 2.3% below

An analysis of the percentage increases given in 2005 is as follows:

<u>County</u>	<u>% increase in 2005</u>
Benton	2.5
Carlton	5.0
Itasca	2.0
Pine	2.5
Aitkin	(not used)
Morrison	2.2
Cass	2.0
Todd	2.0
Mille Lacs	3.0
Beltrami	2.0
Brainerd	2.0
Baxter	<u>3.0</u>
AVERAGE	2.6%

For 2005 the average percentage increase monthly salary in the external comparison group suggest an increase that would exceed the County's proposed offer of 1.5%.

For 2006 only five counties and one city in the comparison group have settled. The average top monthly pay and average percent increase are set forth below:

<u>County</u>	<u>2006 top pay</u>	<u>% increase over 2005</u>
Carlton	\$4,144.61	2.95%
Itasca	4,114.80	4.0%
Morrison	4,005.73	6.65%
Cass	3,782.00	2.97%
Mille Lacs	3,829.27	5.0%
Baxter	<u>not used</u>	<u>3.0%</u>
AVERAGE	\$3,975.28	4.1%

Under the Union's proposal of a 3.0% increase for 2006 the top monthly salary would be \$3,974.13. The County's proposal of a 1.5% increase for 2006 would result in a top monthly salary of \$3,859.22. The Union's proposal reflects the average top pay and percent increase of the comparison group more closely than the County's proposal.

For 2007 only three counties and one city in the comparison group have settled. The average top monthly pay and average percent increase are set forth below:

<u>County</u>	<u>2007 top pay</u>	<u>% increase over 200</u>
Carlton	\$4,271.00	3.05%
Cass	3,895.00	2.99%
Mille Lacs	3,944.15	3.0%
Baxter	<u>not used</u>	<u>3.0%</u>
AVERAGE	\$4,036.72	3.0%

Under the Union's proposal of a 3.0% increase for 2007 the top monthly salary would be \$4,093.45. The County's proposal of a 2.0% increase for 2007 would result in a top monthly salary of \$3,936.40. Again, the Union's proposal more closely reflects the average top pay and percent increase of the comparison group.

5. **Conclusion.** The issue before this arbitrator on the wage proposals is whether the external and internal comparisons justify a wage increase above the County's

proposal of 1.5% for 2005, 1.5% for 2006 and 2.0% for 2007. The Union relies on external comparisons to support its proposal and the County relies on internal comparisons. While most Minnesota public sector arbitrators give more weight to internal wage data, external wage comparisons remain a relevant consideration. Additionally, in this case I have found that the County does not have a consistent internal wage pattern. Finally, the external comparisons point to a compelling inequity between the wages of sheriff's deputies in the comparison counties and in Crow Wing County. For these reasons I diverge from the usual deference given to internal wage comparisons.

Two factors figure prominently into the percent of wage increase awarded. First of all, this Union was only given a 1.0% increase in 2004 while three of the County's unions received a 3.0% increase. Secondly, when compared to the counties in the comparison group Crow Wing County has the largest population, the largest tax capacity, and the second lowest tax rate. Logic dictates that its Sheriff's Deputies' salaries would be at or near the top of the group.

Even with a 3.0% increase for 2005, the Union's top monthly wages will be \$799.10 below the monthly top rate of Aitken County, \$353.62 below Todd County, \$167.46 below Carlton County, \$121.35 below Benton County, \$93.82 below Itasca County, \$87.59 below Pine County. I therefore award the Union's position of a 3.0% increase for 2006, which will bring top monthly pay to \$3974.13. This amount is lower than the 2006 top pay for deputies in Carlton, Morrison, and Itasca Counties. I also award a 3.0% increase for 2007, which will bring the top monthly patrol pay to \$4093.36. This amount is still below Carlton County's 2007 wages and the **2005** wages for Todd and Aitken County.

ISSUE # 5 AND ISSUE #6

ART. 8.4 - COMPENSATION - COURT TIME - MINIMUM COMPENSATION

ART. 8.5 - COMPENSATION - CALL OUT - MINIMUM COMPENSATION

A. Final Positions of the Parties

Union: Increase minimum pay for court appearances and call-backs from 2 hours to 3 hours.

County: No change from current contract provisions.

B. Award. No change from the current contract provisions.

C. Discussion.

Deputies frequently make court appearances in connection with their official duties. When they are off duty but must make such an appearance the collective bargaining contract provides that they will be paid for at least 2 hours of work at the overtime rate of time-and-a-half. Similarly, if deputies are called back to work for other reasons when they are off duty, the contract provides that they will be paid for a minimum of two hours of work at the overtime rate.

The Union proposes to increase the minimum hours paid from two to three in both sections of the contract. It argues that these schedule changes disrupt deputies' personal plans and sleep patterns and often result in additional day care expenses for their children. The Union also believes that external comparison data support its proposal.

The County argues that these benefits should be kept at their current level so as to maintain internal consistency with its two other bargaining units that have the same benefits (Jailers/Dispatchers and Sheriff's Office Supervisors). It believes that no pattern is evident in the external comparison groups.

In International Association of Fire Fighters, Local 4115 and City of Bloomington, B.M.S. Case No. 02-PN-462 (2002), Arbitrator Stephen Befort stated the following:

"As a general proposition, an interest arbitrator should not alter longstanding contractual arrangements in the absence of a compelling reason to do so. Accordingly, most interest arbitrators will place the burden of the party proposing a change in the parties' relationship to demonstrate the need for such change by clear and compelling evidence."

A comparison of these proposed benefits with the benefits currently received by the County's other two bargaining units supports the County's position to maintain the minimum hours paid at two hours. The external comparison group used in this decision provides an average minimum of 2.7 hours pay for court appearances and 2.6 hours pay for call-backs. I do not find that the average of amounts received by the comparison counties constitutes clear and compelling evidence to depart from the internal consistency of this benefit. The current language of these two contract provisions is retained.

ISSUE #7: APPENDIX B - COMPENSATION - SHIFT DIFFERENTIAL

A. Final Positions of the Parties

Union: Increase the Shift differential as follows:

4:00 p.m. – midnight – Increase from \$.20 to \$.50 per hour

Midnight – 8:00 a.m. – Increase from \$.25 to \$.50 per hour

County: Shift differential shall be paid as follows:

4:00 p.m. – midnight – Increase from \$.20 to \$.25 per hour

Midnight – 8:00 a.m. – No change from \$.25 per hour

B. Award.

4:00 p.m. – midnight – Increase from \$.20 to \$.40 per hour

Midnight – 8:00 a.m. – Increase from \$.25 to \$.50 per hour

C. Discussion.

The Union proposes an increase in shift differential that is closer to the average of its external comparison groups. The County believes that the external comparison data is too variable to use in determining the proper rate. The County acknowledges that its Sheriff's Supervisor bargaining unit receives a higher shift differential of \$.30/.40, but it believes that the Union's proposal to double the current rate is excessive.

All of the counties in the external comparison group used in this decision have only one shift that receives a shift differential. The starting time of this shift ranges from 3:00 p.m. to 10:00 p.m. The ending time ranges from 5:00 a.m. to 8:00 a.m. The average shift differential in the eight counties that provide the benefit is \$.61. I find that this average rate constitutes clear and compelling evidence to support an increase in the current rate. The rate for the 4:00 p.m. to midnight shift is increased to \$.40 per hour and the rate for the midnight – to 8:00 a.m. shift is increased to \$.50 per hour.

ISSUE #8: ART.10 - HOLIDAYS – FLOATING HOLIDAYS

A. Final Positions of the Parties

Union: Increase the number of Floating Holidays from 2 to 3 days.

County: This new provision should not be added to the contract

B. Award. The current language of the contract is retained.

D. Discussion.

The Union seeks to increase the number of floating holidays (also referred to a personal leave days) from two to three days because the Sheriff's Office Supervisory bargaining unit has three personal leave days. No evidence regarding the benefit in comparison counties was provided. The County does not believe that this benefit should be increased because five of its other bargaining units have two personal leave days and 4 have three personal days.

Because the Union has failed to meet its burden to show a compelling need for its proposal, the County's position is awarded.

Dated: _____, 2006

Barbara C. Holmes
Arbitrator